January 29, 1988

SENT VIA FEDERAL EXPRESS

Ms. Susan Swales U.S. Environmental Protection Agency 230 S. Dearborn Chicago. IL 60604

Gary Ford, Stauffer Chemical Company Counsel, in his letter to you of January 14, 1988 advised that further investigation regarding TAC involvement with the above site would be undertaken and a supplemental response made by January 25, 1988. As discussed with Mr. Michael Berman on January 25 and 27, Mr. Ford is no longer with Stauffer Chemical and, having just become involved with this matter, I asked if we could supplement the January 14 response on this date. Mr. Berman kindly agreed.

Further investigation has shown that TAC did own a parcel of land in Ashtabula, Ohio. The land, totalling 34.251 acres, consists of two plots one of 33.91 acres purchased in October, 1956 (recorded January 2, 1957) and one of 0.341 acres purchased in October, 1957. Copies of these deeds are attached. This land was in turn conveyed to Mallory-Sharon Metals Corporation on July 29, 1958 pursuant to a lease with an option to purchase dated as of March 1, 1958 between TAC and National Distillers and Chemical Corporation. A copy of such lease is also attached.

To the best of our knowledge, and based on inquiries of TAC employees, during its short period of ownership, TAC constructed a titanium tetrachloride plant on the above-described land; however, TAC never operated such plant. Upon conveyance of the land to Mallory-Sharon Metals corporation on July 29, 1958 the plant was also transferred.

Based on the above, we do not believe Stauffer Chemical Company is a potentially responsible party as alleged in your November 6, 1987 letter. Stauffer owned the land and plant for but a short period of time and did not operate the facility during the plant's operation when any pollution may have occurred. As such we request that Stauffer be removed from any potentially responsible party list maintained by the Agency.

Very truly

a√ironmental Attorney

WARRANTY DEED	
Rev. \$\$0.20 FROM	
- Harry A. Hackreigter	٠
Margaret R. Eachneister	٠
TO 83	
Stauffer Chemical Co., a	
corporation	
RECEIVED FOR RECORD	
Dec 28 19_56	
et 3:28 o'clock P.M.	
Recorded Jan 2 1957	r
in Ashtabula County Records	
Volume 545 , Page 391	
A.H.Fortune	:
TOTALOGE PARE 10	
TRANSPERRED Auditor, Ashtebuta County, Ohio	
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THE COSE LEGAL SLANK CO., GLEVELAND	2 - 3
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Anow all Wen by these Presents, That I, Harry A. Hachmeister, married

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		,, A		the Grantor,
for the consideration of	n Dollars s	and Other Valuabl	le Consideration	Dollars,
(\$ 10.00 etc.) received to	our full s	atisfaction of Star	affer Chemical C	o., a corporation,
380 Madison Avenue,	New York	17, N. Y.,		
			, the Grantee d	lo give, grant, bargain,
sell and convey unto the said	Grantee, its	successors and assig	rns, the following	described premises, sit-
nated in the Township		Ashtabula	, County of	Ashtabula
and State of Ohio:				

Known as being part of Lot Number Two (2) in the Holmes Tract in said Township, and bounded and described as follows: Commencing in the center of State Road at the intersection of the Middle Road, so-called; thence east along the center of the Middle Road to the New York Central Railroad; thence morth, on the west line of the lands of the New York Central Railroad Company to lands now or formerly ewned by J. H. Liebman; thence west, on the south line of said Liebman land, to the center of State Road; thence south along the center of State Road to the place of beginning, and containing approximately 33.91 acres of land, but excepting therefrom lands conveyed by deed recorded in Volume 376, Page 467, Ashtabula County Records of Deeds.

And being last conveyed by deed from Eva Magee (widow) to Harry A. Hachmeister, dated February 24, 1953 recorded in Volume 488, Page 533.



be the same more or less, but subject to all legal highways.

<545 Fig. 392	H the above grant	ed and bargained p	ises, with the appurtenances
thereof, unto the said Grante			
	•		s and administrators, convenant
with the said Grantee, its s	mocessors and assigns,	that at and until	the ensealing of these presents,
~I was	•		cribed premises, as a good and
		•	ed sell the same in manner and
both regular and specia	d, if any, to be prod, and except easeme	-rated between nts. if any. an	whatsoever except taxes grantor and grantee as of d except restrictions and any,
and that I will W	ARRANT AND DEFENI	said premises, wi	th the appurtenances thereunto
*		_	all lawful claims and demands
	_		
whatsoever, except as a	bove stated.		
And for valuable considerati	ios I, Margaret R.	Hachmeister, wi	fe of Harry A. Hachmeister,
In Witness Whereo	and expectancy of dowe	r in the above des	tee, its successors and assigns, scribed premises. hand 3, the 2944 day of the hundred and Pifty-Six.
accinic	_, in the year of our Lord	ome thousand by	se handred and 11115-512,
Signed and gekpowied	ged in the presence of	- va	ma Hackmenter
pertrude of Bros	rehain_		Harry A. Hachmeleter)
Tillian m. Du el	in rister_	Mary	Margaret R. Fachmeister
STATE OF OHIO allegheny con	2 Defenerati	gertru.	Lu, 1956, before ne, UL Brownson
came the above named Ha	arry A. Hachmeister s	und Margaret R.	Hachmeister, hasband and wood and desired the same to
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			many wells
My commission expires_	3/10/59	G	ertrude L. Stonehain, Notary Public Pittsborgh & Saheny County, Pa.
A committent arbites	THIS		My Commission Expires March 10, 1959
	, PRI J. W	EPARELLE : 1 . SIMMONS mey At Law	•

Extrata are Justile of these Accessions.	•	
That The State Metals & Steel Company	, Inc.,	
a Corporation incorporated under the laws of the State of	Ohio	the Grantor,
who claim 8_title by or through instrument, recorded in	Volume_550	Page 20 , County
Recorder's Office, for the consideration of Ten and 00/10	0	Dollars
(\$ 10.00 received to 1ts full satisfaction of		
Stauffer Chemical Company, a Delaware Corpo	ration	, the Grantee_,
whose TAX MAILING ADDRESS will be 380 Madison A	ve., New Yor	k. N. Y.
do give, grant, bargain, sell and convey unto the said Grantee	succe, its meso	SSOTS and assigns, the fol-
lowing described premises situated in Township	ofAsh	ntabula
County of Ashtahula and State of Object		

Being known as part of the Holmes Tract in the Township of Ashtabula, County of Ashtabula and State of Ohio, and being further described as follows:

Commencing at an iron pin in the westerly line of the right of way of the New York Central Railroad, said pin being 308.24 feet north of the center line of Middle Road as measured along the said westerly line of the right of way of the New York Central Railroad; thence running N. 00 18' 15" W. along said right of way, 111.76 feet to a concrete monument; thence running S. 890 27' W., along a southerly line of lands of the New York Central Railroad, 15 feet to a concrete monument; thence running S. 11° 40' 45" W. a distance of 409.28 feet to an iron pin in the northerly line of Middle Road; thence in the same course 20.46 feet to a point in the center line of said Middle Road; thence running N. 89° 27' E. along the center line of Middle Road, 12.76 feet to a point; thence running N. 25° 25' 45" E., 22.25 feet to an iron pin in the northerly line of Middle Road; thence in the same course, 102.75 feet to an iron pin; thence running N. 14° 22' 45" E. 100 feet to an iron pin; thence running N. 6° 30' 45" E. 100 feet to the place of beginning, and containing 14,844.18 square feet or 0.341 acre of land, be the same more or less but subject to legal highways.

The bearings used in the foregoing are to show correct angular relationship between lines only, and are therefore not necessarily true azimuth nor are they meant to coincide with any previous description of adjoining land except in angular relationship only.

















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be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantes_, its succes-We and assigns forever. And the said grantor does for itself and its successors and assigns covenant th said grantes., its and assigns and assigns, that at and until the ensealing of these presents it is ell seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever . EXCEPT CUTTENT taxes and assessments . if any, which shall be prorated between the Grantor and the Grantee, and which the Grantee shall hereafter pay, and that it will warrant and defend said premises, with the appurtenances thereunto belonging so the said grantee , its Successors and assigns, forever, against all lawful claims and demands whatsoever. In witness whereof said corporation sets its hand and corporate seal, Joseph Kline ita President ita Secretary Maurice Kline thin 15th day of October A. D. 1957. The State Metals & Steel Signed and acknowledged in the presence of THE STATE OF OHIO Before me, a Notary Public in and for said County, person-Stark ally appeared the above named. The State Metals & Steel Company, Inc. Joseph Kline - He President <u> Maurice Kline</u> it. Secretary who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers. In testimony whereof I have hereunto set my hand and official seal, at .5th October This instrument was prepared by EAPLEEN E BRADY SAMUEL KRUGLIAK Notary Public, Stark County, Chio My Commission Expires Aug./9 1940 918 Renkert Bldg. Canton 2, Ohio The State Metals Aghtabule Company

THIS AGREEMENT dated as of the 1st day of March, 1958 between STAUFFER CHEMICAL COMPANY, a Delaware corporation with offices at 380 Madison Avenue, New York, New York (hereinafter called "Stauffer"), and NATIONAL DISTILLERS AND CHEMICAL CORPORATION, a Virginia corporation with offices at 99 Park Avenue, New York, New York (hereinafter called "National"),

WITNESSETH:

WHEREAS, Stauffer has constructed a plant designed for the production of titanium tetrachloride at Ashtabula, Ohio which is not yet in operation; and

WHEREAS, National desires to lease said plant and subject to start up experience has made known its desire to purchase the plant; and

WHEREAS, Stauffer is willing to lease said plant to National and to grant to National an option to purchase the plant, all subject to the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed as follows:

1. Stauffer does hereby demise and let unto National, all those certain lots or parcels of land with the buildings and improvements thereon erected and the appurtenances thereunto located in the vicinity of the City of Ashtabula, in the County of Ashtabula and State of Ohio, (bounded and described in Schedule A attached hereto), and does further let unto National the machinery,

equipment and other personal property installed therein and used in connection therewith (listed and described in Schedule B attached hereto) (said property described in Schedules A and B being hereinafter collectively referred to as the "Plant"),

TO HAVE AND TO HOLD the Plant unto National for and during the full term of five (5) months commencing at 12:00 o'clock Noon on the 1st day of March, 1958 and ending at 12:00 o'clock Noon on the 31st day of July, 1958, except as otherwise provided in Paragraph 4 below.

- 2. For and in consideration of the leasing aforesaid, National hereby covenants and agrees to and with Stauffer to pay Stauffer as rental the sum of \$50,000 per month payable in advance on the first day of each month during the term hereof.
- Plant expeditiously and to satisfy itself that the Plant is capable of producing titanium tetrachloride in quantities, at costs and meeting specifications as set forth in Schedule C. Such start up shall be under the sole control and direction of National, shall be conducted with National's own personnel, and at National's own expense, but Stauffer agrees to furnish National with such technical assistance and advice as National may from time to time reasonably require and request, and National agrees to pay Stauffer therefor the direct salaries of Stauffer's personnel reasonably required to render such technical assistance and advice together with a sum of money to cover Stauffer's overhead equal to 75% of such direct salaries, plus all other out of

pocket expenses incurred by Stauffer in connection with rendering

such technical assistance and advice.

4. This lease shall terminate either (a) upon the expiration of the term hereof as provided in Paragraph 1 above, or (b) on any date prior to such expiration at National's sole option upon ten (10) days' notice in writing to Stauffer. Upon termination of the lease National shall surrender the Plant back to Stauffer in the same condition in which it was received, subject only to start up adjustments and to normal wear and tear, and Stauffer shall either (a) reimburse National for its costs not exceeding \$150,000, incurred in the start-up of the Plant, plus the costs of capital additions and replacement permitted under Paragraph 7, or (b) give National full credit for a similar amount against the payments to be made by National to Stauffer pursuant to a certain contract dated May 1, 1957 between National and Stauffer for the sale and purchase of titanium tetrachloride (the "Titanium Tetrachloride Contract") until such credit is exhausted. In such event the parties agree that the payments due by National to Stauffer pursuant to the Titanium Tetrachloride Contract shall be considered due as of the first day of the month following the month in which the Plant is capable of producing and delivering titanium tetrachloride in accordance with the terms of the Titanium Tetrachloride Contract, whether such date shall have occurred during the term of this lease or after the termination of this lease. National shall be given full credit for rental paid hereunder against the monthly payments due to Stauffer under the Titanium Tetrachloride Contract. In the event that at the termination of this lease the Plant is not capable of producing and

delivering titanium tetrachloride in accordance with the terms of the Titanium Tetrachloride Contract, Stauffer shall use its best efforts to cure the situation at its own expense and shall have up to six (6) months in which to do so, and during so much of said six (6) months period as is required by Stauffer to cure the situation, National agrees to waive all defaults by Stauffer under the Titanium Tetrachloride Contract. The parties agree that the effective date of the Titanium Tetrachloride Contract shall be the first day of the month following the month in which the Plant is capable of making deliveries thereunder, and the termination date shall be extended by the number of months by which the original effective date of March 1, 1958 is delayed.

- 5. Stauffer shall be under no obligation to furnish services of any nature whatsoever to the demised premises and/or to National, except technical services required in the start up of the Plant as set forth above.
- the Plant for the sum of \$4,945,000... Such option is exercisable on July 31, 1958 only, by giving notice in writing thereof to Stauffer in which notice National shall designate the closing date which shall not be later than August 20, 1958. The option price shall be increased by the sum of \$400.00 per day for each day which shall elapse between July 31, 1958 and the day of the actual closing. National shall receive full credit against the option price for all rentals paid hereunder. National shall

be entitled to remain in possession of the Plant until the closing day.

- 7. During the term of this lease, National shall be entitled to make such capital additions and replacements to the Plant as are reasonably necessary for start-up of the Plant, but shall not make any capital addition or replacement costing more than \$5,000 nor total capital additions and replacements costing more than \$150,000 without the advance approval of Stauffer.

 Approval of a particular capital addition or replacement in excess of \$5,000 shall not in itself operate to increase said limitation on total capital additions and replacements.
- 8. In the event National elects to exercise its option to purchase the Plant, Stauffer agrees that on the closing date Stauffer will sell, transfer and deliver to National all of the real property described in Schedule A with the appurtenances thereunto, and the personal property described in Schedule B, and National shall pay to Stauffer the consideration therefor, and the closing shall proceed in the following manner:
- (a) Stauffer will deliver to National such bargain and sale deeds as in the opinion of National's counsel shall be effective to vest in National good and marketable title to the real property described in Schedule A hereto free from all liens and subject only to such covenants, restrictions, easements or other similar encumbrances of record, if any, as shall not prohibit or restrict the maintenance of the buildings erected thereon or the use

thereof as a titanium tetrachloride plant and to any state of facts a physical inspection of the premises may disclose.

- (b) Stauffer will deliver to National such bills of sale with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer and covenants as in the opinion of National's counsel shall be effective to vest in National good and marketable title to the personal property set forth in Schedule B hereto free from all liens.
- (c) National will deliver to Stauffer a certified or bank cashiers check or checks on New York Clearing House funds for a total of the option price increased as in Paragraph 6 provided.
- (d) National will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, conveyances, assignments, transfers and deliveries to be made to National hereunder.
- (e) Any unpaid assessments shall be assumed by National.
- (whether at or after the closing and without further consideration)
 Stauffer, at National's expense, will execute and deliver such
 further instruments of conveyance and transfer and take such other
 action as National may request more effectively to convey and
 transfer to National any of the property, real or personal, to be
 transferred hereunder.
 - 9. In the event that Stauffer shall be unable to convey

title to the Plant in accordance with the terms and conditions set forth herein. National shall, at its election, have the right to accept such title as Stauffer is able to convey, or after affording Stauffer a reasonable adjournment of the closing date to enable it to cure or correct any defects or objections, and such defects or objections not having been cured or corrected, National may rescind this agreement by written notice to Stauffer, and upon such rescission Stauffer shall either (a) reimburse National for National's costs incurred in the start up of the Plant. or (b) give National full credit for a similar amount against the payments to be made by National to Stauffer pursuant to the Titanium Tetrachloride Contract until such credit is exhausted, all in the same manner as set forth in Paragraph 4 above, and thereupon this agreement shall be null and void and of no further force and effect. In the event of a rescission of the agreement by National pursuant to the provisions of this paragraph. the parties agree that the payments due by National to Stauffer pursuant to the Titanium Tetrachloride Contract shall be determined in the same manner as set forth in Paragraph 4 above.

- 10. Stauffer represents and warrants as follows:
- (a) The execution and delivery of this lease to National and the purchase option included herein have been duly authorized by Stauffer's board of directors, and Stauffer will deliver to National at National's request true and complete copies of the minutes of the meeting of the board of directors at which such authority was granted, such copies having been certified by Stauffer's Secretary, and no further corporate action is necessary.

- (b) Stauffer has good and marketable title to all of the property, real and personal, to be sold hereunder, subject to no mortgage, pledge, lien or conditional sale agreement.
- 11. If pursuant to any of the provisions contained in this agreement Stauffer must either reimburse National or give National credit for National's start up costs of the Plant or other charges or expense, National agrees to furnish Stauffer with a detailed statement of such start up costs and other charges or expenses certified by an officer of National.
- 12. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by prepaid registered mail return receipt requested (a) if to Stauffer at 380 Madison Avenue, New York, New York, or (b) if to National at 99 Park Avenue, New York, New York. Either party may at any time designate another address by giving notice thereof in writing.
- 13. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. Neither party shall have the right to assign this agreement without the written consent of the other, except that National may assign this agreement without the consent of Stauffer to Mallory-Sharon Metals Corporation or to any controlled subsidiary of National.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

STAUFFER CHEMICAL COMPANY

By Sie President

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Usustent Secretary

NATIONAL DISTILLERS AND CHEMICAL CORPORATION

By Kestulsi

ATTEST:

Secretary

SCHEDULE A

Those two parcels of land lying, being and situate in the Township of Ashtabula, County of Ashtabula and State of Ohio, bounded and described as follows:

Parcel I

Commencing in the center of State Road at the intersection of the Middle Road, so-called; thence east along the center of the Middle Road to the New York Central Railroad; thence north, on the west line of the lands of the New York Central Railroad Company to lands now or formerly owned by J. H. Liebman; thence west, on the south line of said Liebman land, to the center of State Road; thence south along the center of State Road to the place of beginning, and containing approximately 33.91 acres of land, but excepting therefrom lands conveyed by deed recorded in Volume 376, Page 467, Ashtabula County Records of Deeds.

Being also known as part of Lot Number Two (2) in the Holmes Tract in said Township.

Parcel II

Commencing at an iron pin in the westerly line of the right-ofway of the New York Central Railroad, said pin being 308.24' north of the center line of Middle Road as measured along the said westerly line of the right-of-way of the New York Central Railroad; thence running N.0018'15"W. along said right-of-way, 111.76' to a concrete monument; thence running S.89027'W., along a southerly line of land of the New York Central Railroad, 15' to a concrete monument; thence running S.11040'45"W. a distance of 409.28' to an iron pin in the northerly line of Middle Road; thence in the same course 20.46' to a point in the center line of said Middle Road; thence running N.89027'E. along the center line of Middle Road, 12.76' to a point; thence running N.25°25'45"E., 22.25' to an iron pin in the northerly line of Middle Road; thence in the same course, 102.75' to an iron pin; thence running N.14022'45"E. 100' to an iron pin; thence running N.6030'45" E. 100' to the place of beginning, and containing 14,844.18 square feet or 0.341 acre of land, be the same more or less but subject to legal highways.

Being also known as part of the Holmes Tract in said Township.

The bearings used in the foregoing are to show correct angular relationship between lines only, and are therefore not necessarily true azimuth nor are they meant to coincide with any previous description of adjoining land except in angular relationship only.

Parcels I and II above are meant to describe all of the real property owned by Stauffer at Ashtabula, Ohio.

SCHEDULE B

Schedule B is intended to include all furniture, fixtures, vehicles, tools, spare parts, machinery, equipment and apparatus located in, on or about the Plant and used in connection with the operation of the Plant, including but not necessarily limited to, the items shown on the Vessel Equipment List (7 pages), the Pump Equipment List (2 pages), the Motors Equipment List (5 pages), the Exchangers Equipment List (2 pages) and the Miscellaneous Equipment List (5 pages) attached hereto.

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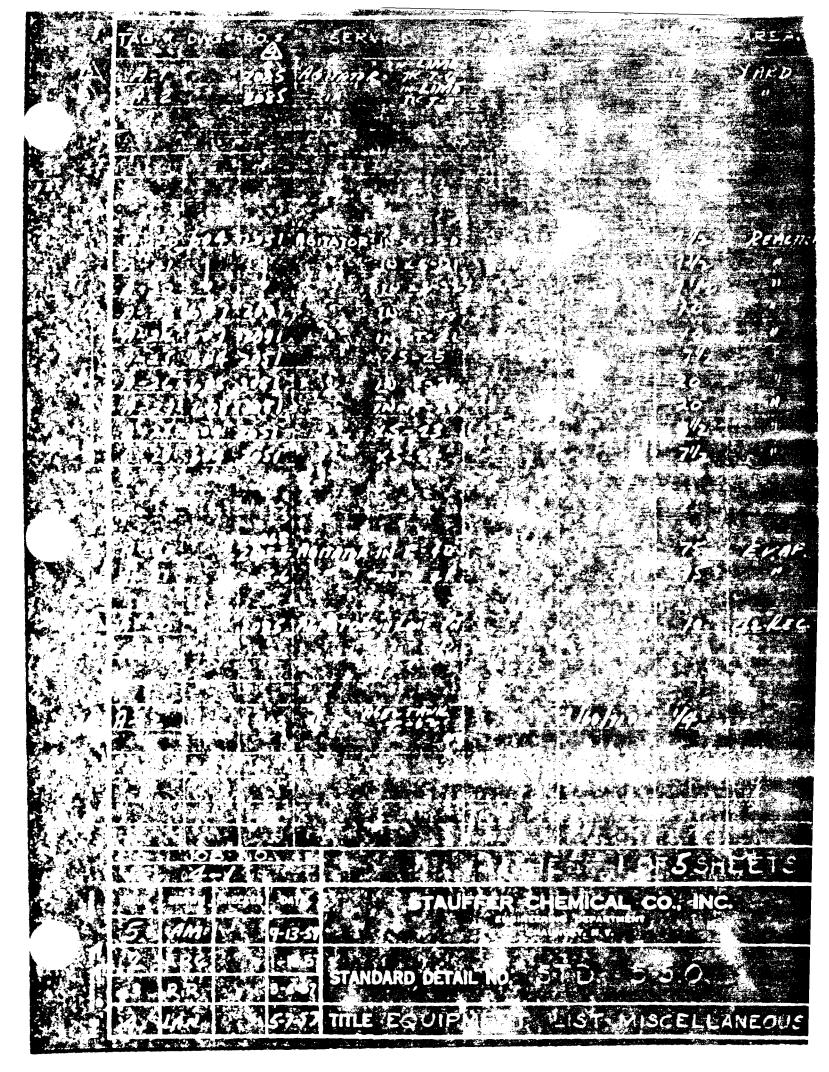
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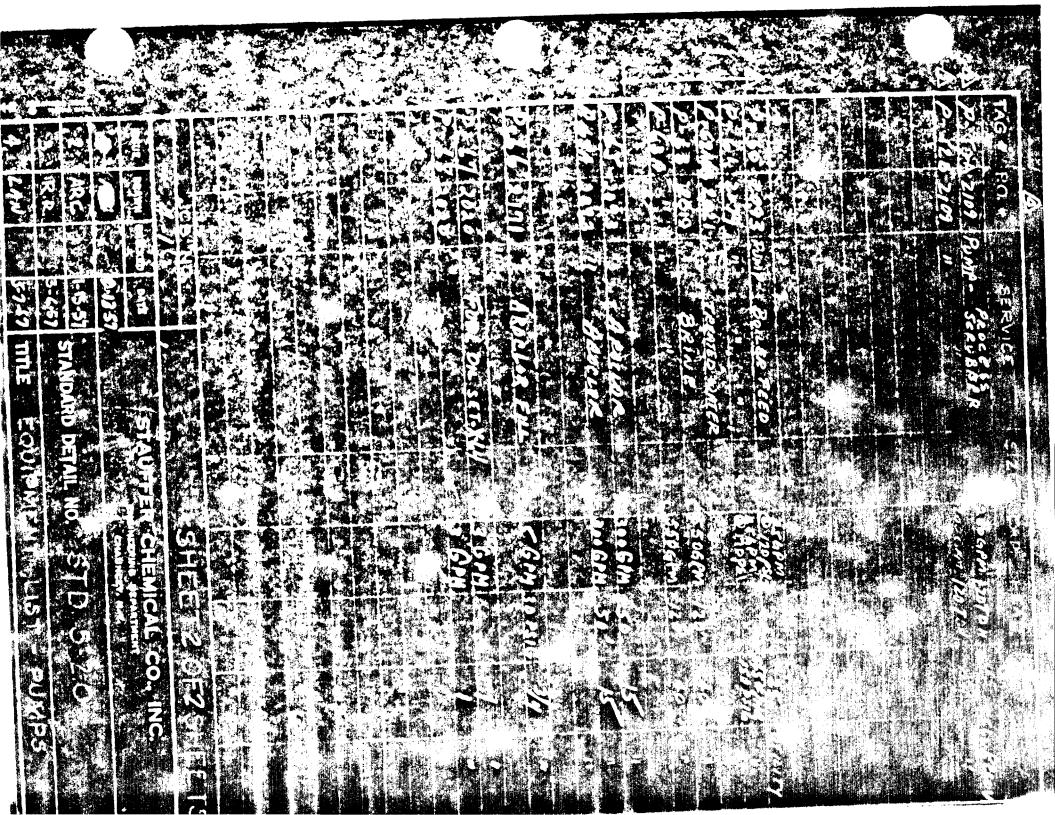
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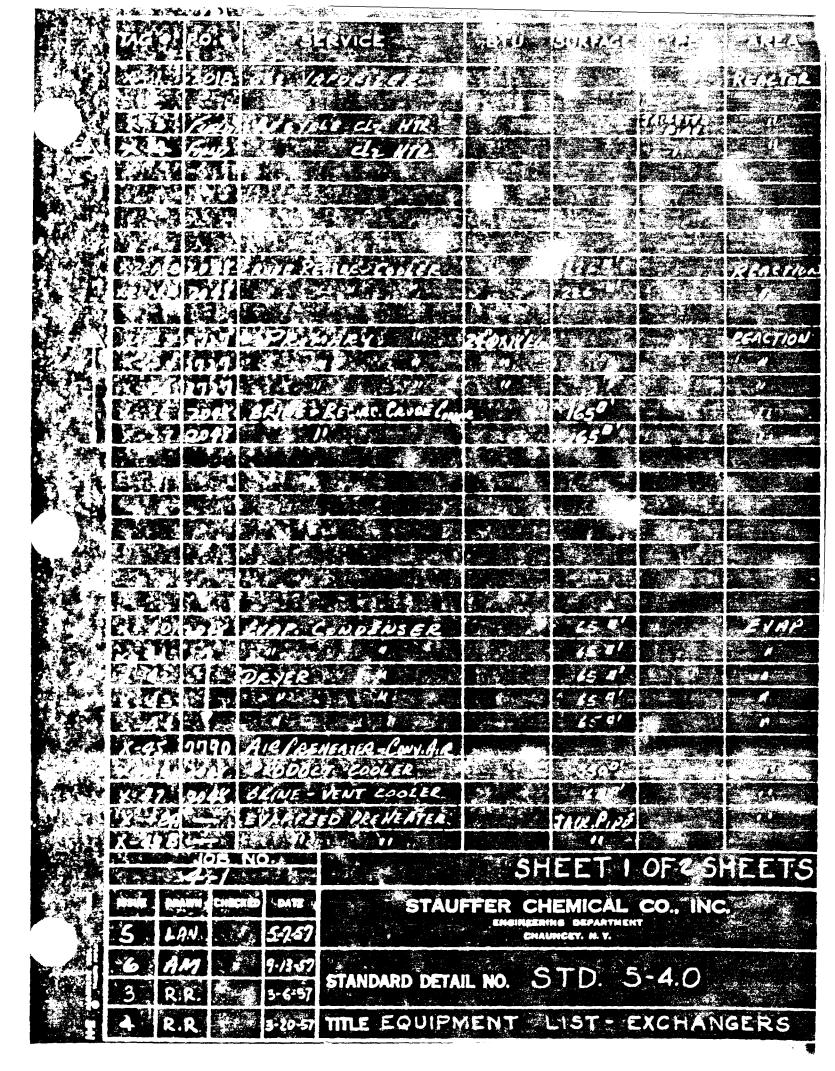
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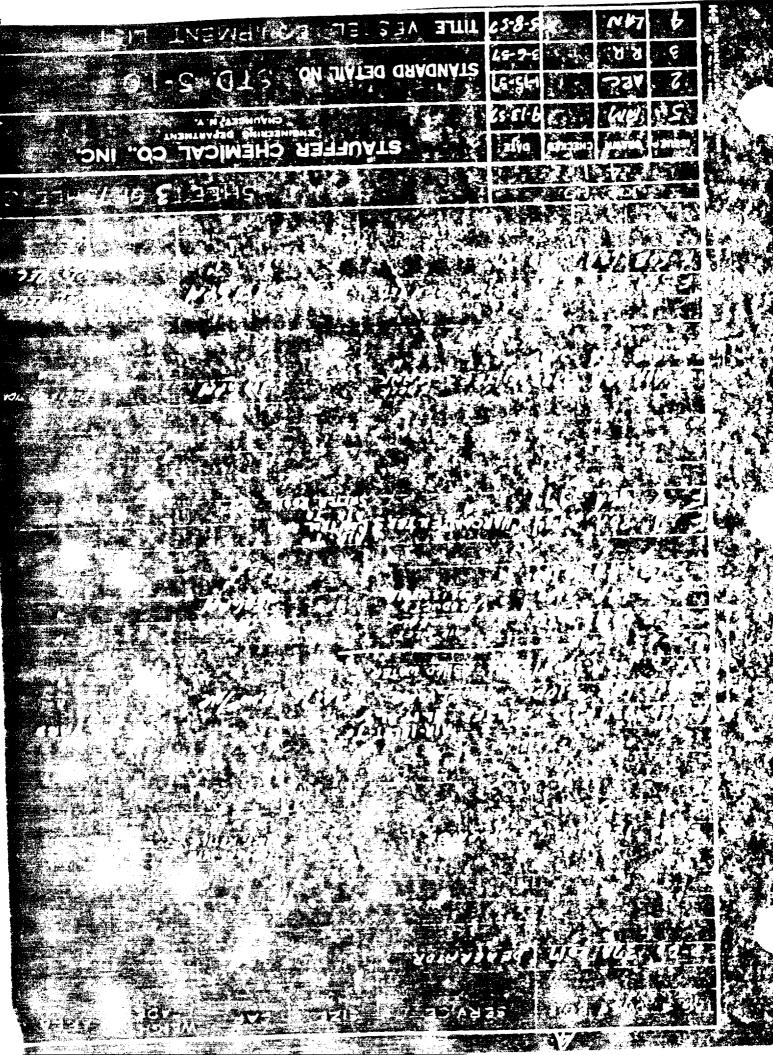


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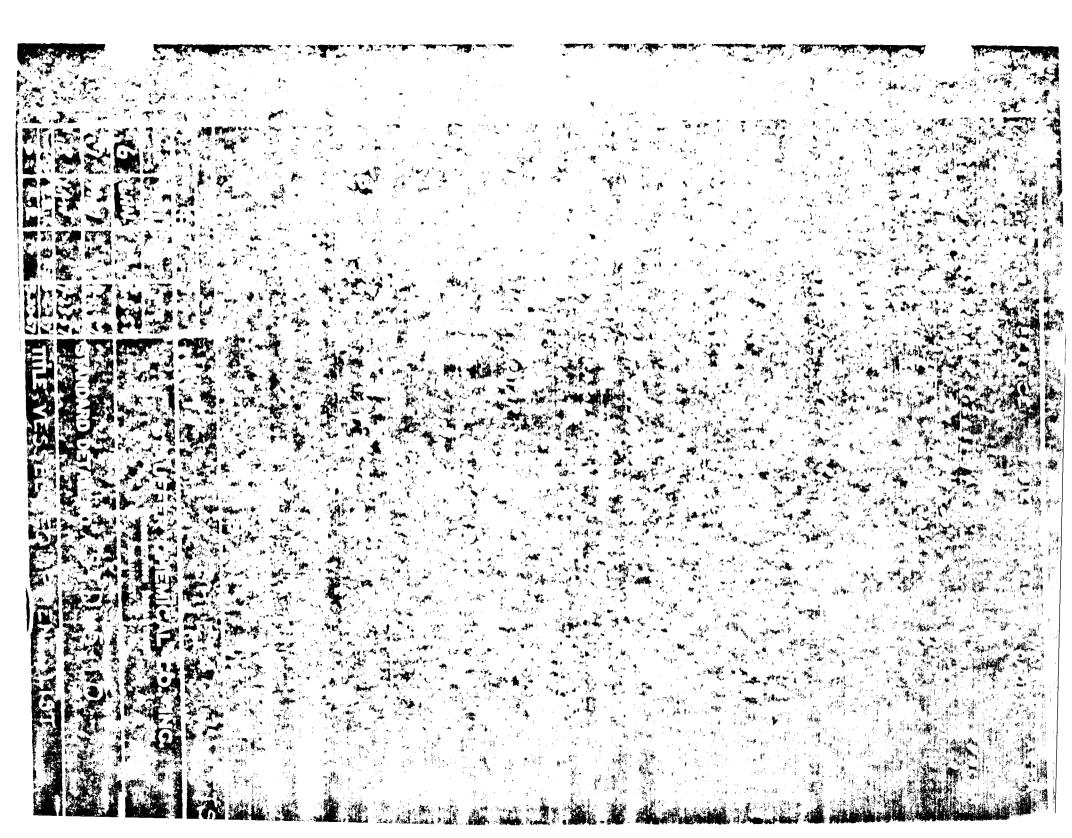
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STAUFFER CHEMICAL CO. INC

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SCHEDULE C

I Quantities

The Plant is capable of producing titanium tetrachloride of a quality which shall meet the specifications outlined below at the rate of 4,000,000 pounds per month.

II Costs

A. Raw Materials

Rutile - not more than 0.458 pounds of contained TiO₂ per pound of TiCl₄.

Chlorine - not more than 0.85 pounds of contained Cl₂ per pound of TiCl₁₁

Coke - not more than 0.14 pounds of calcined petroleum coke per pound of TiClu.

B. Operating Costs

Plant operating costs other than raw materials, depreciation, real estate taxes, and insurance shall not exceed the sum of \$58,500.00 per month if the Plant is operated at a rate not in excess of 2,000,000 pounds per month and \$85,000.00 per month if the Plant is operated at a rate greater than 2,000,000 pounds per month.

III Specifications

Technical grade TiCl4 produced from Rutile

Color Yellow to Red

TiCl_h Minimum 98%

SiClh Maximum 0.20%

Vanadium Maximum 0.20%

Non Volatile Residue Maximum 0.05%

Iron as Fe Maximum 0.005%

Hexachlordisiloxane Maximum 5 P.P.M. as Si

K. I. Reactable Typical 0.30%

Boiling Range (0-95%) 40°C

Anow all Wen by these Presents, That I, Harry A. Hachmeister, married

		·		the Grantor
for the consideration of 10	n Dollara	and Other Valuab	le Consideration	Dollars,
(\$ 10.00 etc.) received to	our full s	atisfaction of Star	affer Chemical C	o., a corporation,
380 Madison Avenue,	New York	17, N. Y.,		
	•		, the Grantee o	lo give, grant, bargain,
sell and convey unto the said	Grantee, its	successors and assig	rns, the following	described premises, sit-
nated in the Township	o(Ashtabula	, County of	Ashtabula
- 10-1-10-11				

Known as being part of Lot Number Two (2) in the Holmes Tract in said Township, and bounded and described as follows: Commencing in the center of State Road at the intersection of the Middle Road, so-called; thence east along the center of the Middle Road to the New York Central Railroad; thence morth, on the west line of the lands of the New York Central Railroad Company to lands now or formerly ewned by J. H. Liebman; thence west, on the south line of said Liebman land, to the center of State Road; thence south along the center of State Road to the place of beginning, and containing approximately 33.91 acres of land, but excepting therefrom lands conveyed by deed recorded in Volume 376, Page 467, Ashtabula County Records of Deeds.

And being last conveyed by deed from Eva Magee (widow) to Harry A. Hachmeister, dated February 24, 1953 recorded in Volume 488, Page 533.



be the same more or less, but subject to all legal highways.

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TO HAVE AND TO	H the above granted	and bargained posses, with the appurtenances
thereof, unto the said Grante	te, its successors and assign	s forever. And I The said
Grantor do for W	elf end W	_heirs, executors and administrators, convenant
with the said Grantee, its	successors and assigns, the	at at and until the epsealing of these presents,
-I was		of the above described premises, as a good and
		ut to bargain and sell the same in manner and
both regular and specis	al, if any, to be pro-red, and except easement	all incumbrances whatsever, except taxes rated between grantor and grantee as of its, if any, and except restrictions and it thereon, if any,
		tel.
and thatwill W	'ARRANT AND DEFEND :	said premises, with the appurtenances thereunto
belonging, to the said Gra	stee, its successors and a	ssigns, against all lawful claims and demands
whatecever, except as a	Lbove stated.	
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And for valuable considerat	ios I, Margaret E. He	achmeister, wife of Harry A. Hachmeister
		- the said Granter its successmen and serious
·		o the said Grantee, its successors and assigns
_	-	in the above described premises.
In Witness Where	i, ve have hereust	to set_OUT hand 8 , the 2944 day of
Ottaker	. in the year of our Lord o	one thousand nine hundred and Fifty-Six.
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		(Margaret R. Hachmeister)
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J. W. SIMMONS Attorney At Law GENEVA, OHIO

Enois all Men by these Presents: That The State Metals & Steel Company, Inc.,	
a Corporation incorporated under the laws of the State ofOhio	the Grantor
who claim stitle by or through instrument, recorded in Volume 550	Page 20 , County
Recorder's Office, for the consideration of Ten and 00/100	Dollar
(\$ 10.00) received to 1ts full satisfaction of	
Stauffer Chemical Company, a Delaware Corporation	, the Grantee_
whose TAX MAILING ADDRESS will be 380 Madison Ave. New	York, N. Y.
. su	ccessors

do give, grant, bargain, cell and convey unto the said Grantee, its mem and assigns, the following described premises situated in Township of Ashtabula

County of Ashtabula and State of Ohio:

Being known as part of the Holmes Tract in the Township of Ashtabula, County of Ashtabula and State of Ohio, and being further described as follows:

Commencing at an iron pin in the westerly line of the right of way of the New York Central Railroad, said pin being 308.24 feet north of the center line of Middle Road as measured along the said westerly line of the right of way of the New York Central Railroad; thence running N. 0° 18' 15" W. along said right of way, 111.76 feet to a concrete monument; thence running S. 89° 27' W., along a southerly line of lands of the New York Central Railroad, 15 feet to a concrete monument; thence running S. 110 40' 45" W. a distance of 409.28 feet to an iron pin in the northerly line of Middle Road; thence in the same course 20.46 feet to a point in the center line of said Middle Road; thence running N. 89° 27' E. along the center line of Middle Road, 12.76 feet to a point; thence running N. 25° 25' 45" E., 22.25 feet to an iron pin in the northerly line of Middle Road; thence in the same course, 102.75 feet to an iron pin; thence running N. 140 22' 45" E. 100 feet to an iron pin; thence running N. 60 30' 45" E. 100 feet to the place of beginning, and containing 14,844.18 square feet or 0.341 acre of land, be the same more or less but subject to legal highways.

The bearings used in the foregoing are to show correct angular relationship between lines only, and are therefore not necessarily true azimuth nor are they meant to coincide with any previous description of adjoining land except in angular relationship only.

















be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantes ___, 1ts_succes-GOTS Mills and assigns forever. And the said frantor does for itself and its successors and assigns covenant ith said frantes. ILS Refer and assigns, that at and until the ensealing of these presents it is Il seized of the above described premises as a good and indefeasible estate in fee simple, and has nd right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever . EXCEPT CUTTENT TAXES if any, which shall be prorated between the Grantor and the Grant and which the Grantee shall hereafter pay, and that it will warrant and defend said premises, with the appurtenances thereunto belonging active said grantes. Its Succession and essigns, forever, against all lawful claims and demands whatsoever. In witness whereof said corporation sets its hand and corporate seal, Joseph Kline President Secretary Maurice Kline 15th day of October A. D. 1957. The State Metals & Steel Signed and acknowledged in the presence of THE STATE OF OHIO Btlett Wt, a Notary Public in and for said County, person-Stark ally appeared the above named. The State Metals & Steel Company, Joseph Klins President Maurice Kline who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them ...reonally and as such officers. Bu testimony whereof I have hereunto set my hand and official seal, at this 15th day of October Canton This instrument was prepared by EAPLEZN E BRADY SAMUEL KRUGLIAK Notary Public, Stark County, Chie 918 Reakert Bldg. suion Expires Aud./9 1960 Canton 2, Ohio 200 Oot Lehtabule

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THIS AGREEMENT dated as of the 1st day of March, 1958 between STAUFFER CHEMICAL COMPANY, a Delaware corporation with offices at 380 Madison Avenue, New York, New York (hereinafter called "Stauffer"), and NATIONAL DISTILLERS AND CHEMICAL CORPORATION, a Virginia corporation with offices at 99 Park Avenue, New York, New York (hereinafter called "National"),

WITNESSETH:

WHEREAS, Stauffer has constructed a plant designed for the production of titanium tetrachloride at Ashtabula, Ohio which is not yet in operation; and

WHEREAS, National desires to lease said plant and subject to start up experience has made known its desire to purchase the plant; and

WHEREAS, Stauffer is willing to lease said plant to National and to grant to National an option to purchase the plant, all subject to the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed as follows:

1. Stauffer does hereby demise and let unto National, all those certain lots or parcels of land with the buildings and improvements thereon erected and the appurtenances thereunto located in the vicinity of the City of Ashtabula, in the County of Ashtabula and State of Ohio, (bounded and described in Schedule A attached hereto), and does further let unto National the machinery,

equipment and other personal property installed therein and used in connection therewith (listed and described in Schedule B attached hereto) (said property described in Schedules A and B being hereinafter collectively referred to as the "Plant"),

TO HAVE AND TO HOLD the Plant unto National for and during the full term of five (5) months commencing at 12:00 o'clock Noon on the 1st day of March, 1958 and ending at 12:00 o'clock Noon on the 31st day of July, 1958, except as otherwise provided in Paragraph 4 below.

- 2. For and in consideration of the leasing aforesaid, National hereby covenants and agrees to and with Stauffer to pay Stauffer as rental the sum of \$50,000 per month payable in advance on the first day of each month during the term hereof.
- Plant expeditiously and to satisfy itself that the Plant is capable of producing titanium tetrachloride in quantities, at costs and meeting specifications as set forth in Schedule C. Such start up shall be under the sole control and direction of National, shall be conducted with National's own personnel, and at National's own expense, but Stauffer agrees to furnish National with such technical assistance and advice as National may from time to time reasonably require and request, and National agrees to pay Stauffer therefor the direct salaries of Stauffer's personnel reasonably required to render such technical assistance and advice together with a sum of money to cover Stauffer's overhead equal to 75% of such direct salaries, plus all other out of pocket expenses incurred by Stauffer in connection with rendering

such technical assistance and advice.

4. This lease shall terminate either (a) upon the expiration of the term hereof as provided in Paragraph I above, or (b) on any date prior to such expiration at National's sole option upon ten (10) days' notice in writing to Stauffer. Upon termination of the lease National shall surrender the Plant back to Stauffer in the same condition in which it was received, subject only to start up adjustments and to normal wear and tear, and Stauffer shall either (a) reimburse National for its costs not exceeding \$150,000, incurred in the start-up of the Plant, plus the costs of capital additions and replacement permitted under Paragraph 7, or (b) give National full credit for a similar amount against the payments to be made by National to Stauffer pursuant to a certain contract dated May 1, 1957 between National and Stauffer for the sale and purchase of titanium tetrachloride (the "Titanium Tetrachloride Contract") until such credit is exhausted. In such event the parties agree that the payments due by National to Stauffer pursuant to the Titanium Tetrachloride Contract shall be considered due as of the first day of the month following the month in which the Plant is capable of producing and delivering titanium tetrachloride in accordance with the terms of the Titanium Tetrachloride Contract, whether such date shall have occurred during the term of this lease or after the termination of this lease. National shall be given full credit for rental paid hereunder against the monthly payments due to Stauffer under the Titanium Tetrachloride Contract. In the event that at the termination of this lease the Plant is not capable of producing and

delivering titanium tetrachloride in accordance with the terms of the Titanium Tetrachloride Contract, Stauffer shall use its best efforts to cure the situation at its own expense and shall have up to six (6) months in which to do so, and during so much of said six (6) months period as is required by Stauffer to cure the situation, National agrees to waive all defaults by Stauffer under the Titanium Tetrachloride Contract. The parties agree that the effective date of the Titanium Tetrachloride Contract shall be the first day of the month following the month in which the Plant is capable of making deliveries thereunder, and the termination date shall be extended by the number of months by which the original effective date of March 1, 1958 is delayed.

- 5. Stauffer shall be under no obligation to furnish services of any nature whatsoever to the demised premises and/or to National, except technical services required in the start up of the Plant as set forth above.
- 6. National is hereby granted an option to purchase the Plant for the sum of \$4,945,000.

 Such option is exercisable on July 31, 1958 only, by giving notice in writing thereof to Stauffer in which notice National shall designate the closing date which shall not be later than August 20, 1958. The option price shall be increased by the sum of \$400.00 per day for each day which shall elapse between July 31, 1958 and the day of the actual closing. National shall receive full credit against the option price for all rentals paid hereunder. National shall

be entitled to remain in possession of the Plant until the closing day.

- 7. During the term of this lease, National shall be entitled to make such capital additions and replacements to the Plant as are reasonably necessary for start-up of the Plant, but shall not make any capital addition or replacement costing more than \$5,000 nor total capital additions and replacements costing more than \$150,000 without the advance approval of Stauffer.

 Approval of a particular capital addition or replacement in excess of \$5,000 shall not in itself operate to increase said limitation on total capital additions and replacements.
- 8. In the event National elects to exercise its option to purchase the Plant, Stauffer agrees that on the closing date Stauffer will sell, transfer and deliver to National all of the real property described in Schedule A with the appurtenances thereunto, and the personal property described in Schedule B, and National shall pay to Stauffer the consideration therefor, and the closing shall proceed in the following manner:
- (a) Stauffer will deliver to National such bargain and sale deeds as in the opinion of National's counsel shall be effective to vest in National good and marketable title to the real property described in Schedule A hereto free from all liens and subject only to such covenants, restrictions, easements or other similar encumbrances of record, if any, as shall not prohibit or restrict the maintenance of the buildings erected thereon or the use

thereof as a titanium tetrachloride plant and to any state of facts a physical inspection of the premises may disclose.

- (b) Stauffer will deliver to National such bills of sale with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer and covenants as in the opinion of National's counsel shall be effective to vest in National good and marketable title to the personal property set forth in Schedule B hereto free from all liens.
- (c) National will deliver to Stauffer a certified or bank cashiers check or checks on New York Clearing House funds for a total of the option price increased as in Paragraph 6 provided.
- (d) National will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, conveyances, assignments, transfers and deliveries to be made to National hereunder.
- (e) Any unpaid assessments shall be assumed by National.
- (f) From time to time at National's request (whether at or after the closing and without further consideration) Stauffer, at National's expense, will execute and deliver such further instruments of conveyance and transfer and take such other action as National may request more effectively to convey and transfer to National any of the property, real or personal, to be transferred hereunder.
 - 9. In the event that Stauffer shall be unable to convey

title to the Plant in accordance with the terms and conditions set forth herein, National shall, at its election, have the right to accept such title as Stauffer is able to convey, or after affording Stauffer a reasonable adjournment of the closing date to enable it to cure or correct any defects or objections, and such defects or objections not having been cured or corrected, National may rescind this agreement by written notice to Stauffer, and upon such rescission Stauffer shall either (a) reimburse National for National's costs incurred in the start up of the Plant, or (b) give National full credit for a similar amount against the payments to be made by National to Stauffer pursuant to the Titanium Tetrachloride Contract until such credit is exhausted, all in the same manner as set forth in Paragraph 4 above, and thereupon this agreement shall be null and void and of no further force and effect. In the event of a rescission of the agreement by National pursuant to the provisions of this paragraph, the parties agree that the payments due by National to Stauffer pursuant to the Titanium Tetrachloride Contract shall be determined in the same manner as set forth in Paragraph 4 above.

- 10. Stauffer represents and warrants as follows:
- (a) The execution and delivery of this lease to National and the purchase option included herein have been duly authorized by Stauffer's board of directors, and Stauffer will deliver to National at National's request true and complete copies of the minutes of the meeting of the board of directors at which such authority was granted, such copies having been certified by Stauffer's Secretary, and no further corporate action is necessary.

- (b) Stauffer has good and marketable title to all of the property, real and personal, to be sold hereunder, subject to no mortgage, pledge, lien or conditional sale agreement.
- ll. If pursuant to any of the provisions contained in this agreement Stauffer must either reimburse National or give National credit for National's start up costs of the Plant or other charges or expense, National agrees to furnish Stauffer with a detailed statement of such start up costs and other charges or expenses certified by an officer of National.
- 12. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by prepaid registered mail return receipt requested (a) if to Stauffer at 380 Madison Avenue, New York, New York, or (b) if to National at 99 Park Avenue, New York, New York. Either party may at any time designate another address by giving notice thereof in writing.
- 13. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. Neither party shall have the right to assign this agreement without the written consent of the other, except that National may assign this agreement without the consent of Stauffer to Mallory-Sharon Metals Corporation or to any controlled subsidiary of National.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed, the day and year first above written.

STAUFFER CHEMICAL COMPANY

By Sellen

ATTEST:

Usuatint Secretary

NATIONAL DISTILLERS AND CHEMICAL CORPORATION

By Pertulai

ATTEST:

Secretary

SCHEDULE A

Those two parcels of land lying, being and situate in the Township of Ashtabula, County of Ashtabula and State of Ohio, bounded and described as follows:

Parcel I

Commencing in the center of State Road at the intersection of the Middle Road, so-called; thence east along the center of the Middle Road to the New York Central Railroad; thence north, on the west line of the lands of the New York Central Railroad Company to lands now or formerly owned by J. H. Liebman; thence west, on the south line of said Liebman land, to the center of State Road; thence south along the center of State Road to the place of beginning, and containing approximately 33.91 acres of land, but excepting therefrom lands conveyed by deed recorded in Volume 376, Page 467, Ashtabula County Records of Deeds.

Being also known as part of Lot Number Two (2) in the Holmes Tract in said Township.

Parcel II

Commencing at an iron pin in the westerly line of the right-ofway of the New York Central Railroad, said pin being 308.24 north of the center line of Middle Road as measured along the said westerly line of the right-of-way of the New York Central Railroad; thence running N.0018'15"W. along said right-of-way, 111.76' to a concribe monument; thence running S.89027'W., along a southerly line of land of the New York Central Railroad, 15' to a concrete monument; thence running S.11040'45"W. a distance of 409.28' to an iron pin in the northerly line of Middle Road; thence in the same course 20.46' to a point in the center line of said Middle Road; thence running N.89027'E. along the center line of Middle Road, 12.76' to a point; thence running N.25°25'45"E., 22.25' to an iron pin in the northerly line of Middle Road; thence in the same course, 102.75' to an iron pin; thence running N.14022'45"E. 100' to an iron pin; thence running N.6030'45" E. 100' to the place of beginning, and containing 14,844.18 square feet or 0.341 acre of land, be the same more or less but subject to legal highways.

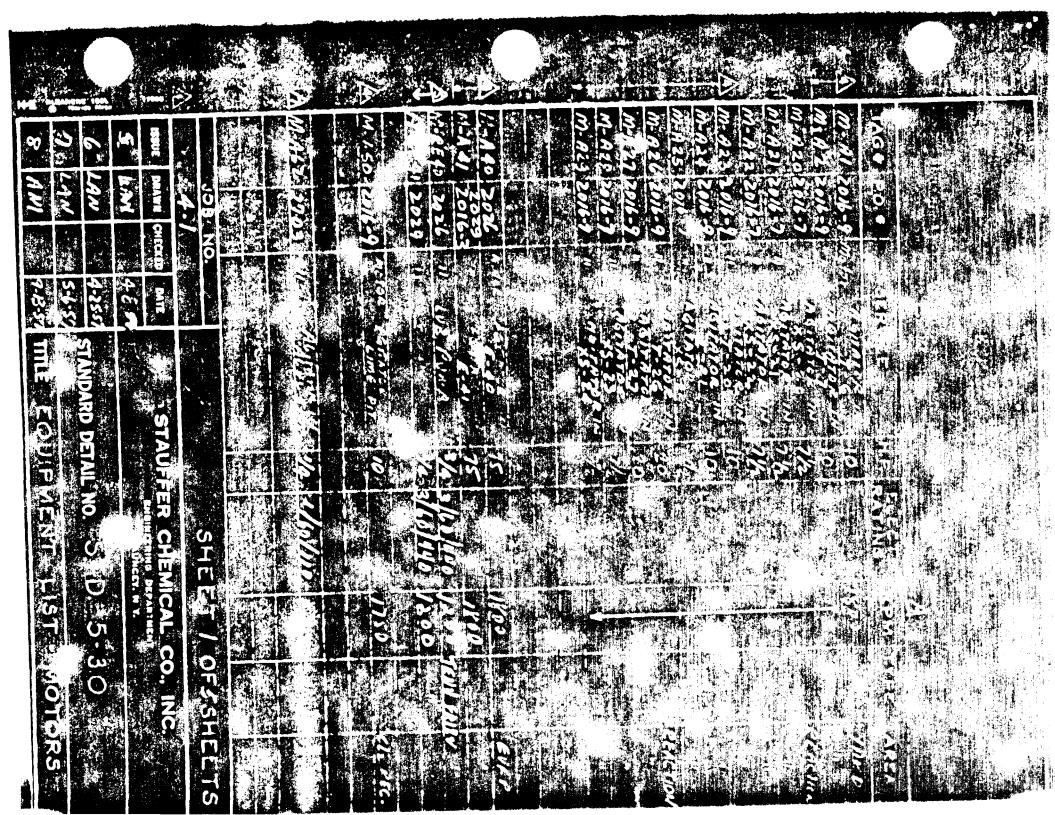
Being also known as part of the Holmes Tract in said Township.

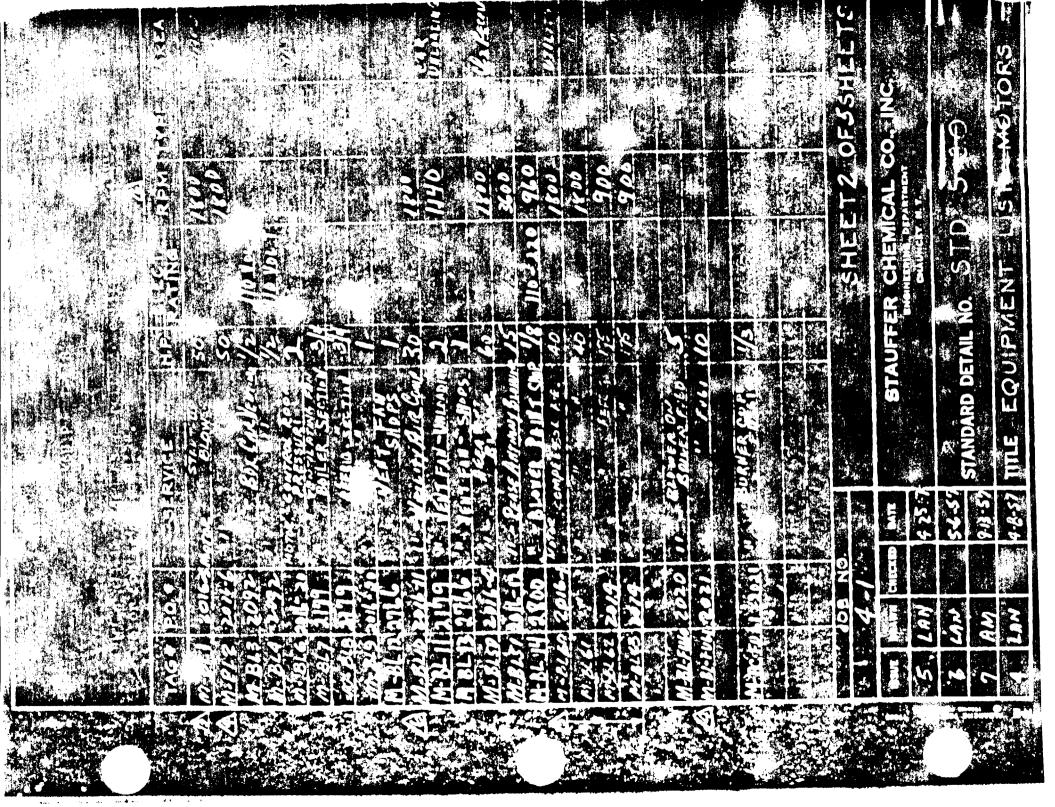
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Parcels I and II above are meant to describe all of the real property owned by Stauffer at Ashtabula, Ohio.

SCHEDULE B

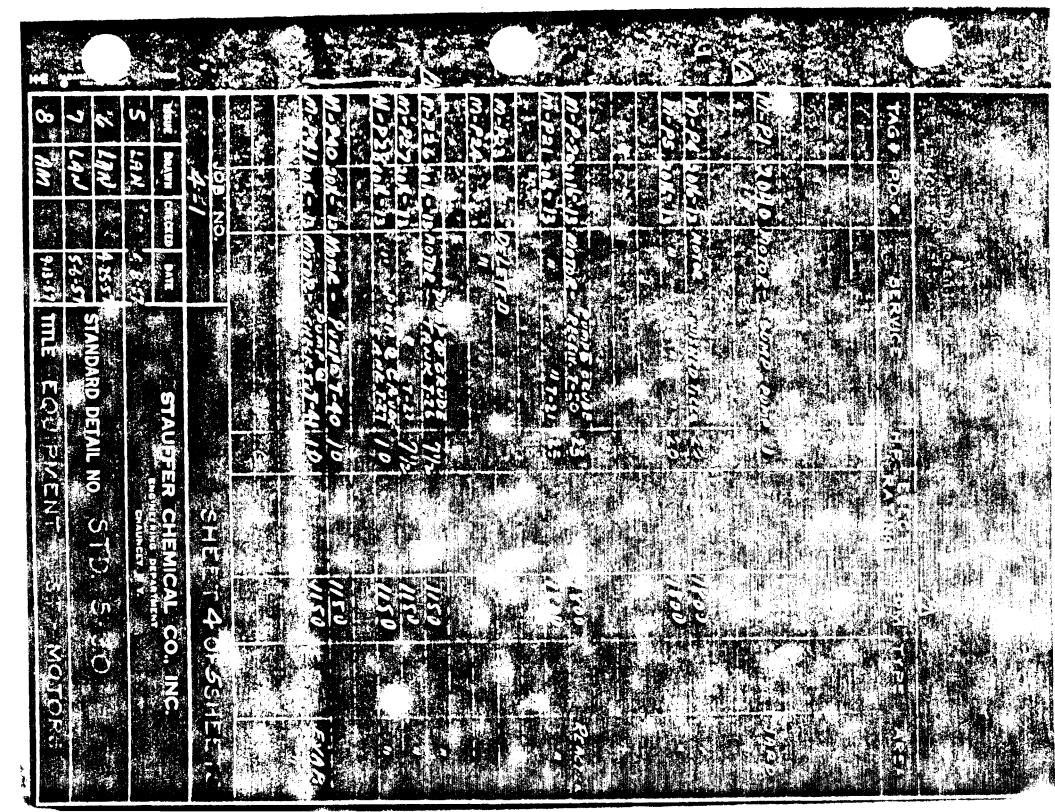
Schedule B is intended to include all furniture, fixtures, vehicles, tools, spare parts, machinery, equipment and apparatus located in, on or about the Plant and used in connection with the operation of the Plant, including but not necessarily limited to, the items shown on the Vessel Equipment List (7 pages), the Pump Equipment List (2 pages), the Motors Equipment List (5 pages), the Exchangers Equipment List (2 pages) and the Miscellaneous Equipment List (5 pages) attached hereto.



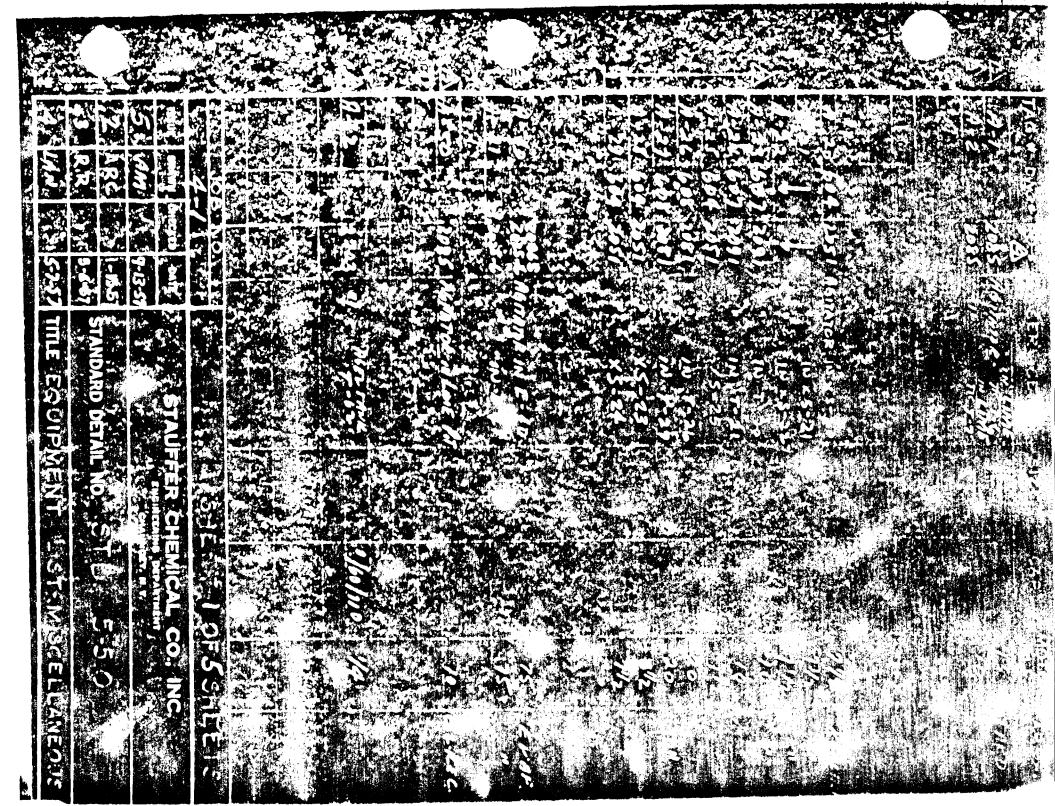


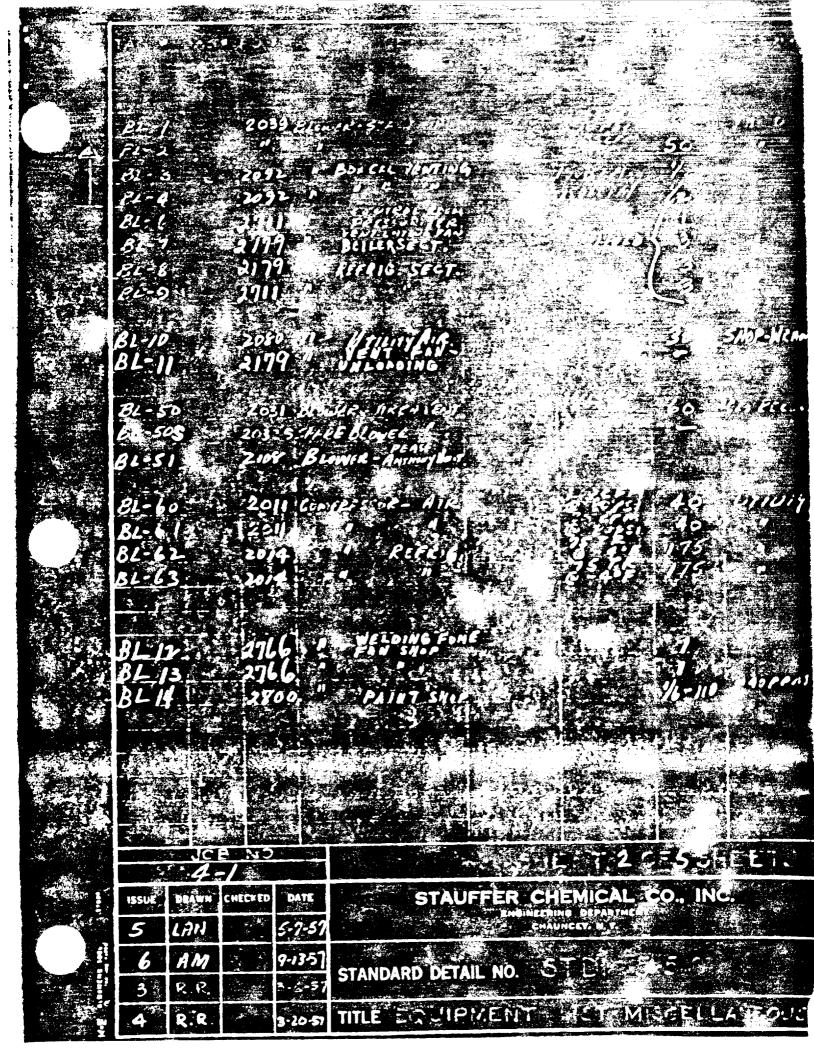
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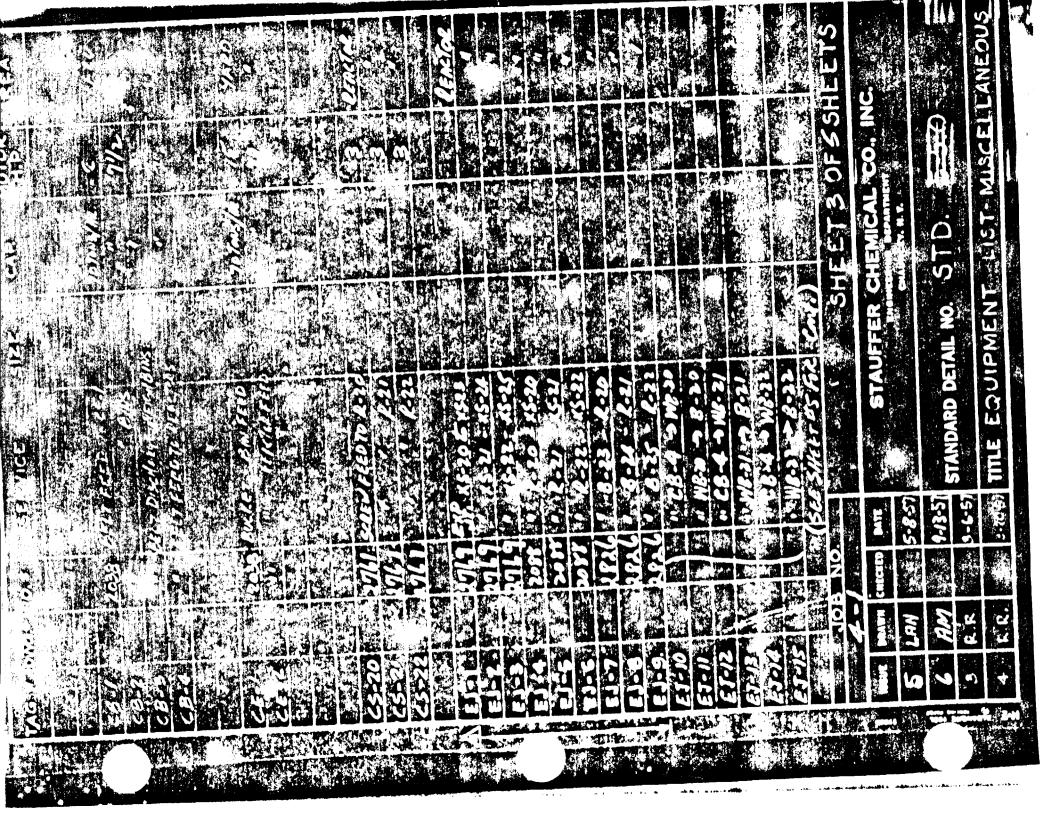
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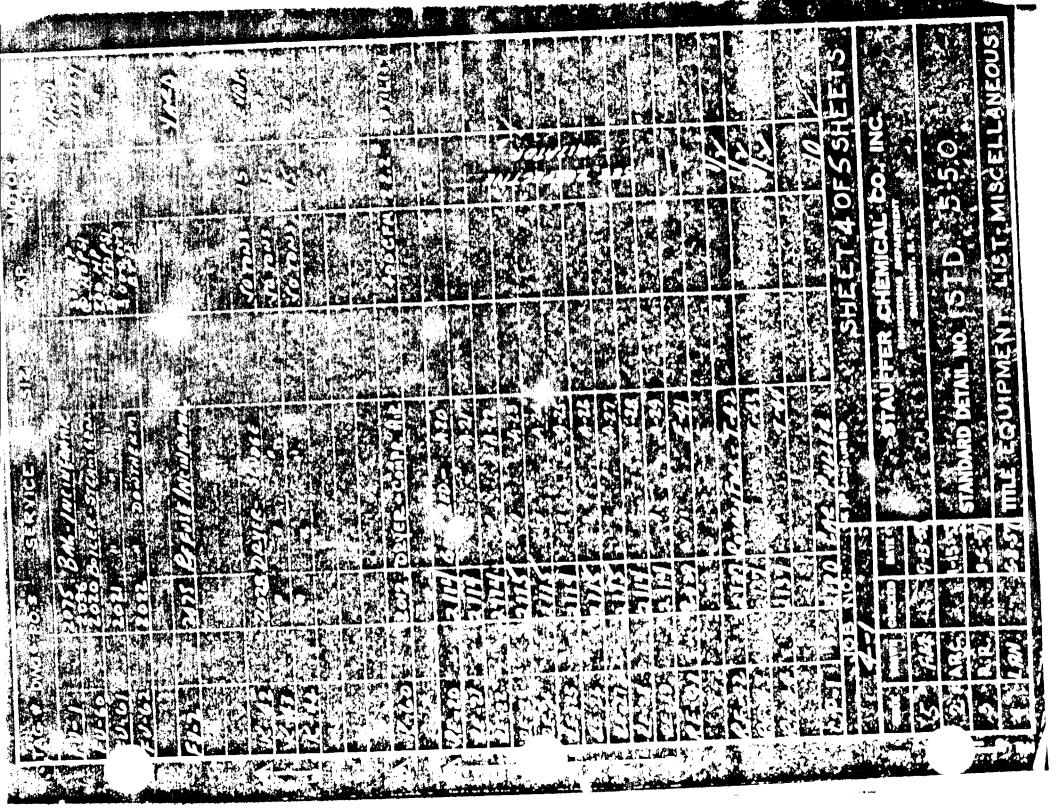


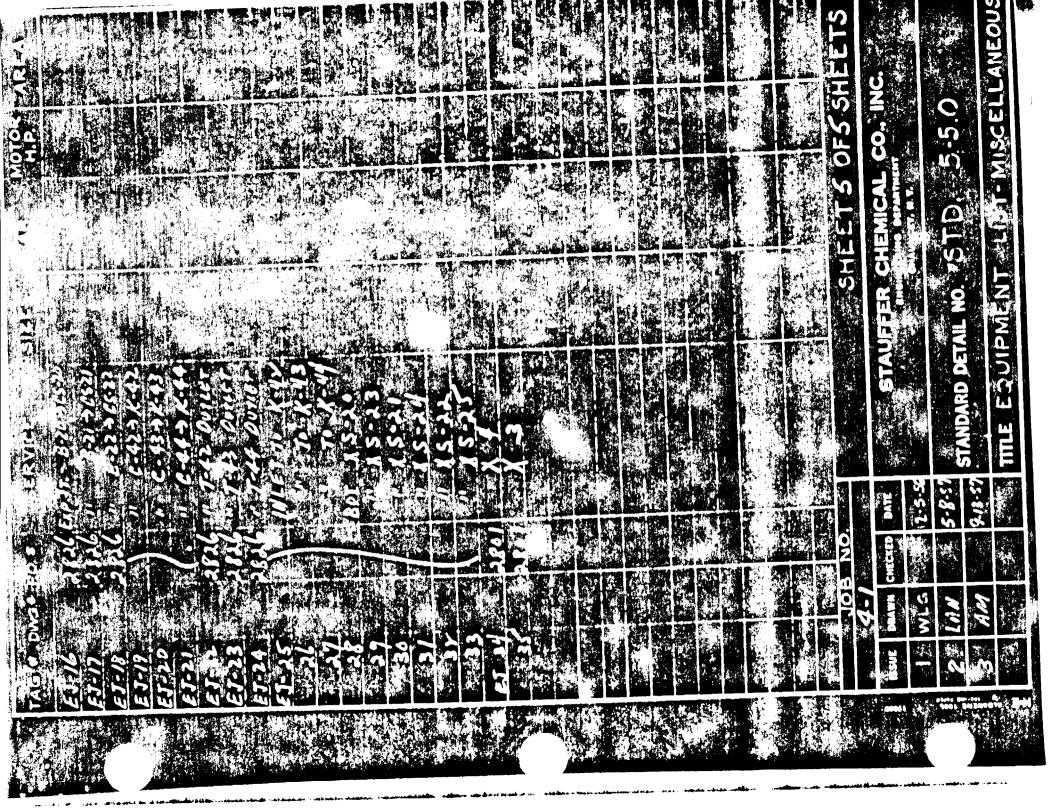
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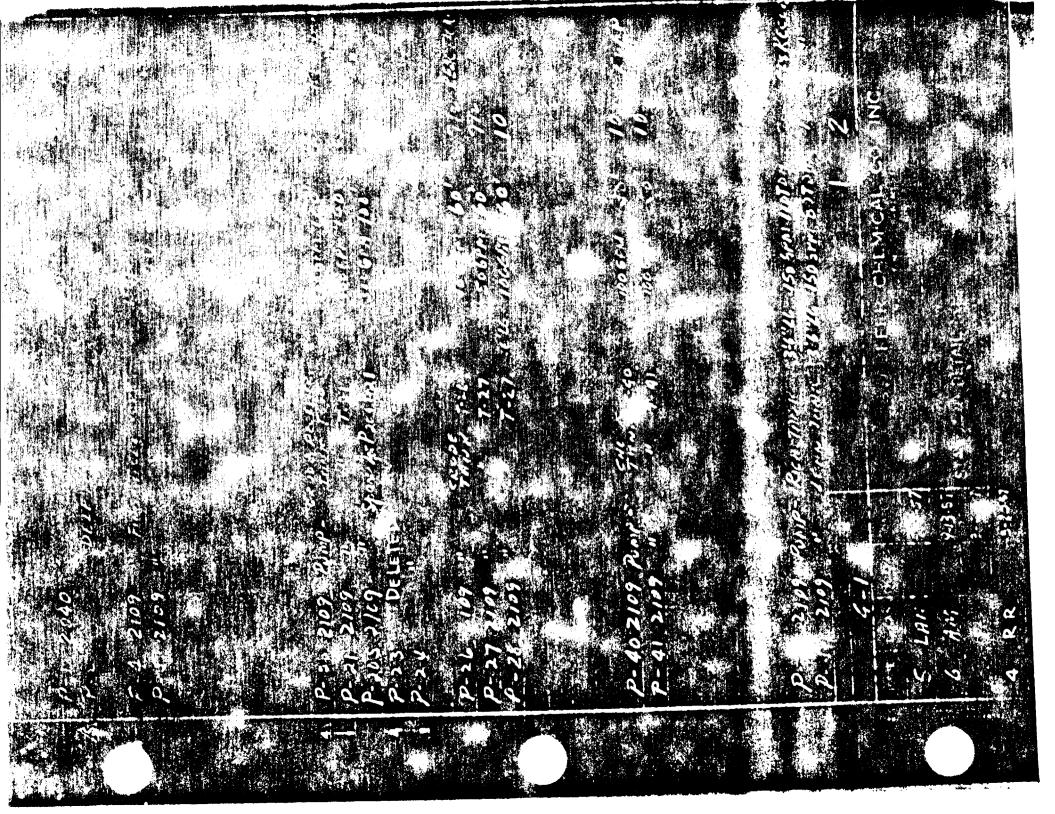


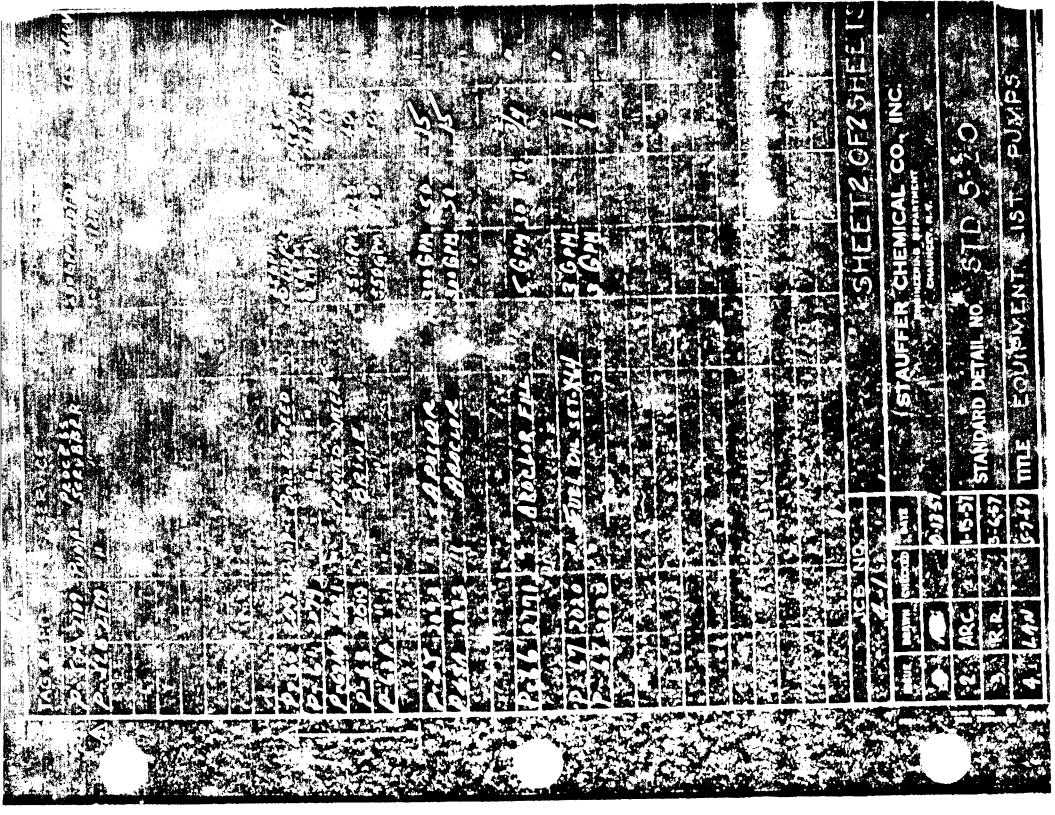


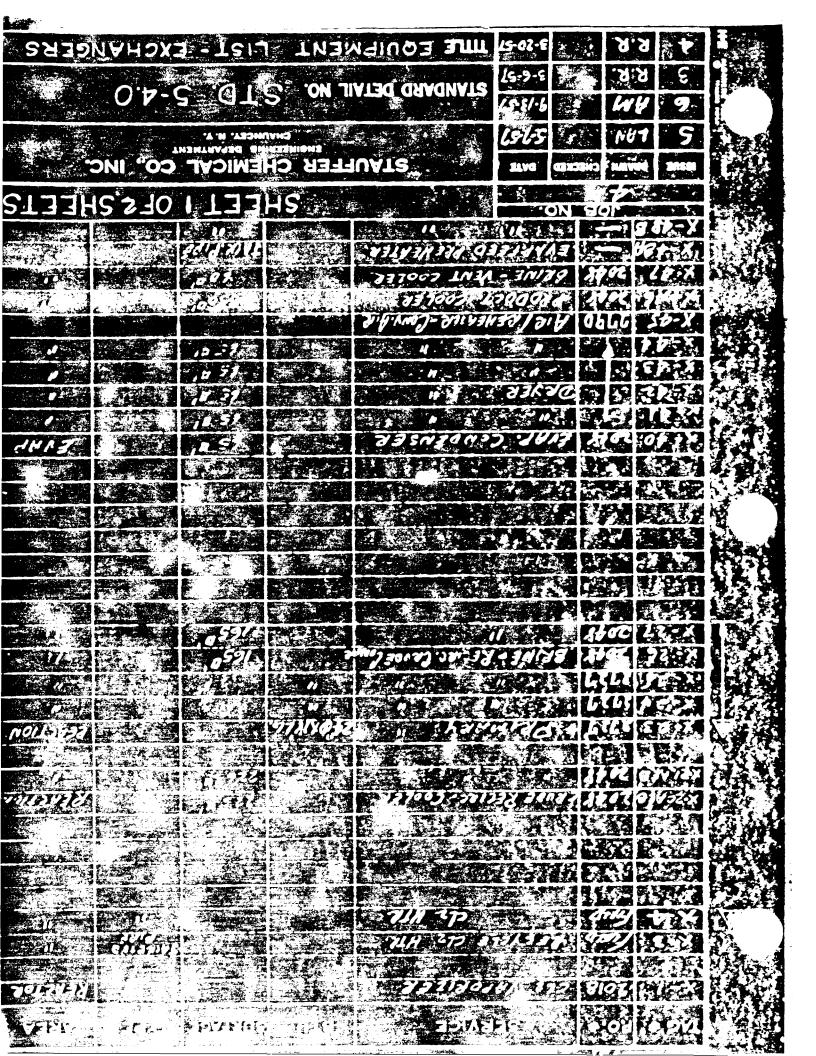






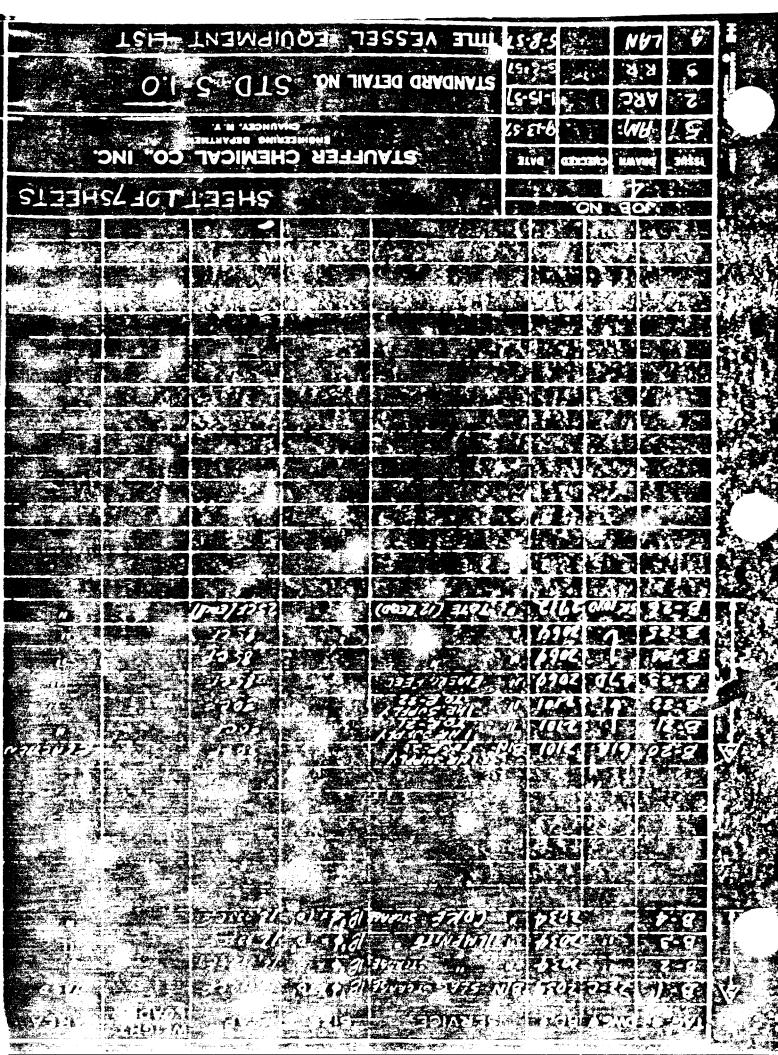


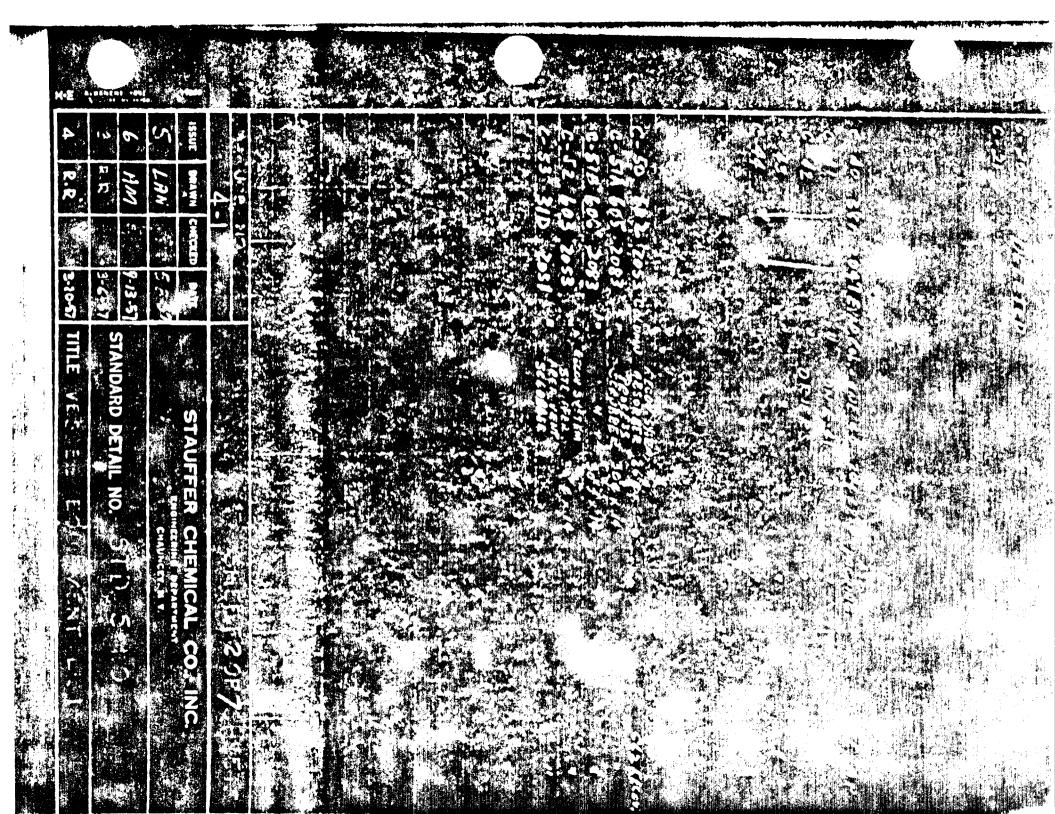


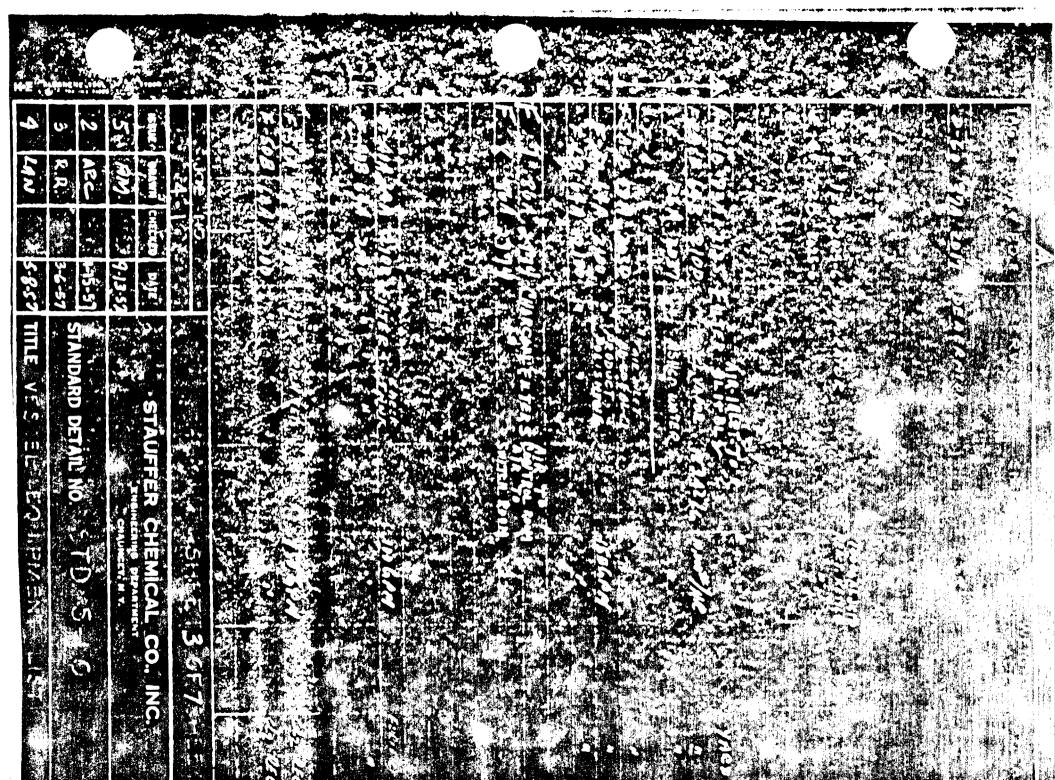


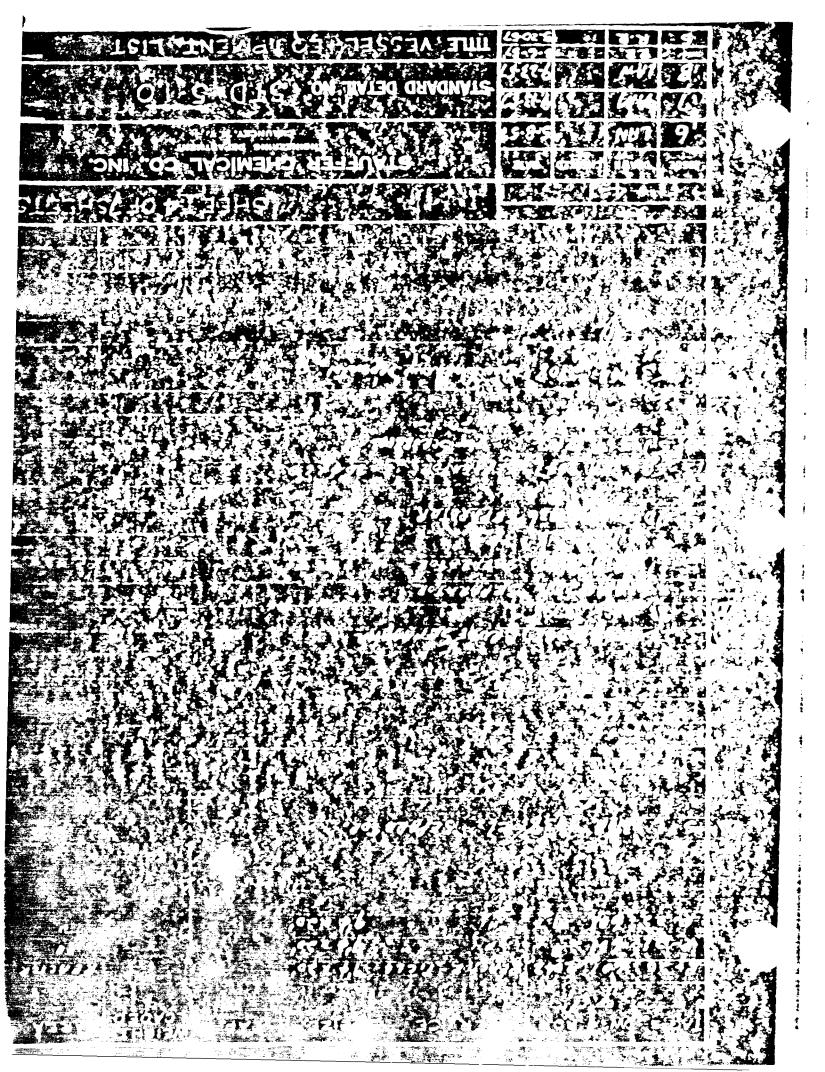
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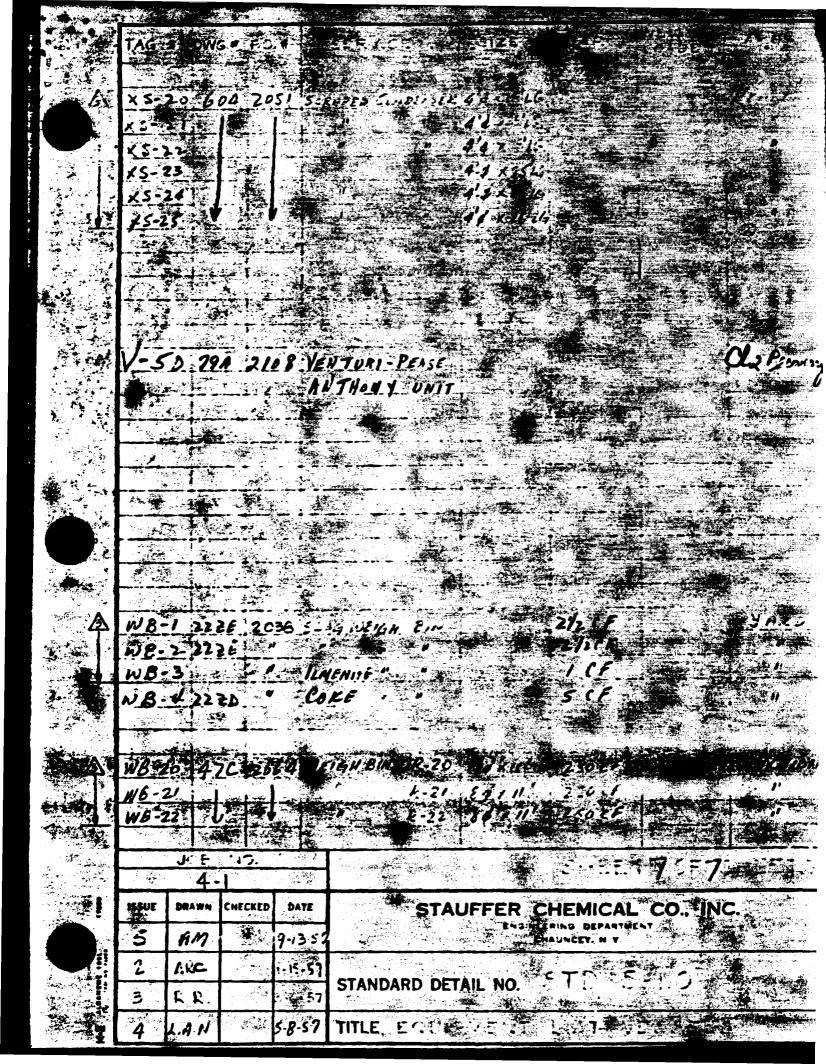






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SCHEDULE C

I Quantities

The Plant is capable of producing titanium tetrachloride of a quality which shall meet the specifications outlined below at the rate of 4,000,000 pounds per month.

II Costs

A. Raw Materials

Putile - not more than 0.458 pounds of contained TiO₂ per pound of TiCl₄.

Chlorine - not more than 0.85 pounds of contained Cl₂ per pound of TiCl₄

Coke - not more than 0.14 pounds of calcined petroleum coke per pound of TiCl₄.

B. Operating Costs

Plant operating costs other than raw materials, depreciation, real estate taxes, and insurance shall not exceed the sum of \$58,500.00 per month if the Plant is operated at a rate not in excess of 2,000,000 pounds per month and \$85,000.00 per month if the Plant is operated at a rate greater than 2,000,000 pounds per month.

III Specifications

Technical grade TiClu produced from Rutile

Color Yellow to Red

TiCl_{li} Minimum 98%

SiCli Maximum 0.20%

Vanadium Maximum 0.20%

Non Volatile Residue Maximum 0.05%

Iron as Fe Maximum 0.005%

Hexachlordisiloxane Maximum 5 P.P.M. as Si

K. I. Reactable Typical 0.30%

Boiling Range (0-95%) 40°C

